

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

AMENDMENT #5 TO THE
HOUSEHOLD HAZARDOUS WASTE CONTRACT
BETWEEN THE CITY OF DURHAM AND ECOFLO, INC.

This contract amendment ("Amendment #5") between the City of Durham ("City") and ECOFLO, Inc. ("Contractor") is dated and entered into this _____ day of _____ 2014.

Amendment to the Existing Agreement. The agreement between the parties entitled "Agreement Between ECOFLO, Inc. and the City of Durham Concerning Household and City Department Hazardous Waste Collection," dated January 13, 2004, referred to as the "Original Contract" has had four amendments for contract extensions as follows: first amended in June 2008 ("Amendment #1"), again in January 2011 ("Amendment #2"), again May 2012 ("Amendment #3"), again in January 2013 (Amendment #4) and is hereby further amended as follows:

1. **Section 1. Employment of ECOFLO, Inc.** The Contractor and the City hereby agree to extend the current contract for an additional term of one (1) year. This contract will expire January 31, 2014. This contract may not be extended for any additional terms.
2. **Section 6. Compensation and Payment.** In accordance with Amendment #1 dated June 6, 2008, the City agrees to pay Contractor for its services in accordance with the price and terms of payment set forth in the Original Contract, which stipulates up to a 2% CPI price adjustment. Therefore, the Appendix A Pricing sheet in Amendment #4 is hereby replaced with the attachment to this Amendment #5 entitled, "Appendix A - Updated Pricing Effective February 1, 2014." Prices reflected in the revised Appendix A shall remain the same for the full term of this one-year extension. The cost of the contract for one additional year shall not exceed \$245,000.
3. **A new Section 7, entitled, "E-Verify Compliance", will be added as follows:**

The Contractor represents and covenants that the Contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). The City is relying on this E-Verify Compliance section in entering into this Contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this Contract comply with NCGS 160A-20.1(b).

Except as amended, the Contract with all its original terms and conditions is reaffirmed and remains in full force and effect.

IN WITNESS WHEREOF, the City and ECOFLO have caused this Amendment #4 to the Household Hazardous Waste Contract to be executed under seal themselves or by their duly authorized agents or officers.

ECOFLO, Inc

By:

Title: _____

CITY OF DURHAM

By:

ATTEST:

City Clerk

Thomas J. Bonfield
City Manager

County of _____
State of _____

ACKNOWLEDGEMENT BY ECOFLO, INC.

I, _____, a notary public for the aforesaid county and state, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of ECOFLO, INC, a corporation, and that by authority duly given and as the act of the corporation, he or she signed the foregoing CONTRACT with the City of Durham and the corporate seal was affixed thereto. This, the _____ day of _____, 2013.

My commission Expires:

Notary Public

State of North Carolina
County of Durham

ACKNOWLEDGE BY CITY

I, _____, a notary public in and for the aforesaid county and state, certify that _____ personally appeared before me this day and acknowledge that he or she is _____ City Clerk of the City of Durham, a municipal corporation, and that by authority duly given and as the act of the City, the foregoing CONTRACT was signed in its corporate name by its _____ City Manager, sealed with its corporate seal, and attested by its said City Clerk or Deputy City Clerk. This, the _____ day of _____, 2013.

Notary Public

My commission Expires:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

City's Finance Officer

Date

Appendix A

Updated Pricing Effective February 1, 2014

Item	Unit	Price
Labor	Monthly (Flat Rate)	\$2,411.13
Labor (if facility is open more than 34.5 hours per week)	Per Hour Rate	\$38.58
Disposal: Household Hazardous Waste	Per Pound	\$0.67